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GREECE CENTRAL SCHOOL DISTRICT
TOWN OF GREECE, N.Y.

AGREEMENT BETWEEN
GREECE CENTRAL SCHOOL DISTRICT
AND
GREECE TEACHERS ASSOCIATION
ON BEHALF OF THE
ADULT LITERACY TEACHERS UNIT

JULY 1, 2010- JUNE 30, 2015

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ARTICLE I RECOGNITION

The Greece Central School District (hereinafter referred to as the "District") by its Board of Education, hereby recognizes the Greece Teachers Association (hereinafter referred to as the "Association") as the exclusive bargaining agent for a unit of employees consisting of all instructors employed by the District in its adult literacy program, and excluding all others. This recognition shall continue undisturbed for the maximum period permitted by law.

ARTICLE II PAID LEAVES OF ABSENCE

A teacher using paid leave shall not be paid more in a pay period than he/she receives on average. All paid leaves shall be logged on pay sheets in a separate column.

1. Sick Leave

Ten days of sick leave without loss of pay will be available to any unit member. Unused sick leave days shall accumulate to a maximum of fifty (50) days. The purpose of sick leave is to ensure salary continuation when a teacher is unable to work because of illness, injury or surgery. Teachers able to make their average number of student contacts during a pay period shall not be eligible for sick leave pay.

- a. *Classroom Teacher* A sick day for a classroom teacher will be equal to the number of classroom hours that the teacher is scheduled to teach on that day.
- b. *Distance-Learning Teacher*
A sick day will be equal to ten (10) percent of paid hours in a payroll period, based on an average of the previous eight (8) payrolls, which includes sick, bereavement, holiday leave, meetings and trainings.
- c. A teacher who uses more than five days of sick leave at one time shall be required to provide a release from their physician attesting to said teacher's ability to return to work.

2. Bereavement Leave

Up to three (3) days of leave without loss of pay will be available to any unit member upon the death of a member of the unit member's immediate family, including a spouse, parent, child, sibling, father in-law, mother in-law, sister in-law, brother in-law, son-in-law, daughter-in-law or other person living in the same household with the unit member. Up to one day of leave without loss of pay will be available to any such unit member for the death of any other family member or close friend.

a. Classroom Teacher

A bereavement day for a classroom teacher will be equal to the number of classroom hours that the teacher is scheduled to teach on that day.

b. Distance-Learning Teacher

One bereavement day will be equal to ten (10) percent of paid hours in a payroll period, based on an average of the previous eight (8) payrolls, which includes sick, bereavement, holiday leave, meetings and trainings.

3. Holiday Leave

Effective July 1, 2012, unit members, other than lead teachers, will receive nine (9) paid leave holidays per school year.

a. Classroom Teacher

A holiday for a classroom teacher will be equal to the number of classroom hours that the teacher would have taught on that day.

b. Distance-Learning Teacher

One holiday will be equal to ten (10) percent of paid hours in a payroll period, based on an average of the previous eight (8) payrolls, which includes sick, bereavement, holiday leave, meetings and trainings.

Effective July 1, 2012 classroom teachers may choose to take holiday leave when classes are not in session or on any day on the District's calendar that is designated as a holiday for the Greece Teachers Association or when Greece Central Schools are not in session during the summer

Effective July 1, 2012, classroom teachers at non-district sites, who work on District holidays, may take holiday leave on days when adult literacy is not in session, on a day when classes are not in session at the non-District site, or when Greece Central Schools are not in session during the summer.

Lead teachers may choose to take holiday leave on any day on the District's calendar that is designated as a holiday for the Greece Teachers Association.

Distance Learning teachers may choose to take holiday leave during the months of July, August, Labor Day, or any day on the District's calendar that is designated as a holiday for the Greece Teachers Association.

ARTICLE III INSURANCE

1. Health Insurance

Any unit member whose regular assignment is twenty-five (25) hours per week or more may participate in any group health insurance plan offered by the District. The District will pay the equivalent of ninety percent (90%) of the premium of Blue Point 2 Select single coverage toward

an eligible unit member's premium. Effective July 1, 2005, the District will pay the equivalent of fifty percent (50%) of the premium of Blue Point 2 Select two-person coverage towards family or two-person coverage if selected by an eligible unit member. Members shall have the option of enrolling in the BluePoint 2 Value Plan (Single, Family, 2 Person) with the District rates of contribution based on the Value Plan premiums.

2. Dental Insurance

Any unit member whose regular assignment is twenty-five (25) hours per week or more may purchase dental insurance through the District's plan at the unit member's own expense. In the event that a full-time unit member is involuntarily reduced to part-time, such individual shall retain the right to this benefit.

3. Group Life Insurance

Any unit member whose regular assignment is twenty-five (25) hours per week or more may purchase group life insurance through the District's plan at the unit member's own expense. In the event that a full-time unit member is involuntarily reduced to part-time, such individual shall retain the right to this benefit.

4. Disability

Long-term disability insurance is available after thirty-one (31) days of employment and shall be fully paid in accordance with the district's long-term disability program.

**ARTICLE IV
SALARY AND OTHER COMPENSATION**

1. Hourly Rates

During the term of this Agreement the District shall pay unit members according to the schedule of hourly rates appearing in Appendix A of this Agreement.

2. Re-Opener

In the event of a decrease in State or Federal funding for the adult literacy program at any time during the term of this contract, the parties will re-open negotiations concerning salary rates.

3. Substitute Rate

Unit members who perform substitute duties within the Adult Literacy Program shall be paid at unit member's regular hourly rate.

4. Evaluation Meetings

Unit members shall receive their regular hourly rate when attending an annual evaluation meeting when not scheduled during the regular workday.

ARTICLE V LEAD TEACHERS

Lead teachers will receive ten (10) paid vacation days per year and fourteen (14) paid holidays per year. Those lead teachers with eight (8) or more years of service in the unit will receive an additional five (5) paid vacation days for a total of fifteen (15) paid vacation days per year. Effective July 1, 2012, unit members promoted to lead teacher will receive an increase of ninety-five cents per hour (\$.95/hour).

ARTICLE VI WORKING CONDITIONS

1. Classroom Teachers/Lead Teachers

- a. Turn-around documents will be completed quarterly or as required by SED rules and regulations. Unit members shall have ten (10) workdays in which to complete the paperwork and shall thereafter submit the documents to the coordinator. Effective July 1, 2012, unit members shall be paid at their hourly rate for each turn-around document completed with an allocation of five (5) minutes per student.
- b. Unit members will be paid for preparation time immediately before or after their scheduled work hours. Four-hour, three-hour, and two-hour classroom teachers will receive thirty (30) minutes paid preparation time.
- c. In the event that the Adult Literacy Program has an unplanned closing on a regular workday, no unit member will receive a reduction in salary. The unit member shall be paid equal to the number of hours that the teacher would have been scheduled to work on that day. Lead teachers shall be compensated for the number of hours scheduled to work on that day.

2. Distance Learning teachers

- a. Turn-around documents will be completed quarterly or as required by SED rules and regulations. Unit members shall have ten (10) workdays in which to complete the paperwork and shall thereafter submit the documents to the coordinator. Effective July 1, 2012, unit members shall be paid at their hourly rate for each turn-around document completed with an allocation of five (5) minutes per student.
- b. All required meetings, training, other paid holidays, sick and bereavement days shall be counted as paid hours in the calculation of all paid leaves. If a unit member is sick more than five days, a substitute will be assigned.
- c. Distance learning teachers shall perform office hours equal to fifty (50) percent of all student contact hours from the previous payroll period.

- d. Each payroll period, Distance Learning teachers shall submit student rosters, student time sheets and curriculum log.
3. If a unit member is a classroom and a distance-learning teacher, paid hours will be computed separately for each position.
4. Unit members participating in the fall commencement and/or the English through friendship ESOL celebration shall be compensated at their regular hourly rate for a maximum of four (4) hours for each event.
5. **Staff Development**
Unit members may take staff development occurring outside of the hours of the unit member's regular assignment. The District will pay a maximum of twenty-five (25) total hours per year for staff development at the regular hourly rate for each unit member.
6. Effective July 1, 2012, unit members shall use SmartFind Express (or an equivalent program) to report absences and request substitutes.

ARTICLE VII POSTING

All openings will be posted. If additional hours become available, unit members performing satisfactorily as evidenced by their observation/evaluations/written documentation in the personnel file will be hired before applicants not employed in the District.

ARTICLE VIII DISMISSAL

A unit member who has been employed for more than three (3) years who is dismissed for cause may appeal the dismissal to the Superintendent or designee for review.

ARTICLE IX LAYOFF/RECALL AND SENIORITY

If, in the District's opinion, it becomes necessary to terminate employment through a layoff of one or more employees, unit members whose regular assignment is less than 25 hours per week will be laid off in reverse order of seniority. If layoffs extend beyond such employees, unit members whose regular assignment is 25 hours per week or more will be laid off in reverse order of seniority.

Unit members will have recall rights for a period of two (2) years from the date of layoff. Such recall rights will expire if the unit member rejects an offer of recall or fails to respond within thirty (30) calendar days of written notice of the recall. Recall to a position will be in order of seniority.

Seniority shall be defined as the length of continuous service to the District within the Adult Literacy unit.

ARTICLE X PROBLEM SOLVING/MEDIATION PROCEDURE

1. Declaration of Purpose

The purpose of this procedure is to reach, at the lowest possible level and at the earliest possible time, fair and equitable resolution of unit member professional problems. This process should encourage the application of equitable personnel practices in the resolution of problems.

If a problem concerning terms and conditions of employment appears to be associated with system-wide policies, it may be submitted by the Association for District Level Resolution at Step Four, Paragraph 3 (B).

2. Immediate Supervisor Resolution

A. Step One

In the event that a unit member believes a problem exists in relation to that member's terms and conditions of employment, the unit member shall discuss and attempt to resolve the problem with the unit member's immediate supervisor. Either the unit member or immediate supervisor may request an Association Representative or another individual within the unit to assist in the attempt to resolve that problem. If the problem is not resolved within ten (10) business days of that discussion, the problem shall advance to Step Two.

B. Step Two

Association Leadership and Community Education Administration shall meet to discuss and attempt to resolve the problem. If a successful resolution is not reached within ten (10) workdays of that discussion, the problem shall advance to Step Three.

At Step Two, the Association must specify whether the problem involves a claimed violation, misrepresentation, or misapplication of specific provisions of the Agreement, thereby identifying whether the problem is a contractual or non-contractual issue.

3. District Level Resolution

A. Step Three

Association Officers and District Administration shall meet to discuss and attempt to resolve the problem. If a successful resolution is not reached within ten (10) business days of that discussion, the problem shall advance to Step Four.

B. Step Four

The Association President or designee and the District Superintendent or designee shall meet to discuss and attempt to resolve the problem. If a successful resolution is not reached within ten (10) workdays of that discussion, the problems shall advance to Step Five.

. **Mediation**
 Step Five

If the matter is not resolved at Step Four, the matter will go to mediation unless otherwise mutually agreed to. Such mediation shall be conducted by a mutually agreed upon party. The cost of the services of the mediator will be borne equally by the Association and the District

5. Board of Education Hearing

A. Step Six

Problems not resolved at Step Five may be referred, in writing, to the Board of Education. The referral shall identify the problem and the contractual provisions involved, and shall include all previous written reports concerning the problem.

Within fourteen (14) calendar days following the first regular business meeting of the Board following the receipt of a request for a Problem Solving Hearing, the Board shall set public hearing on the matter which shall be not later than thirty (30) days following the meeting at which such hearing is set. If the Association or unit member or Superintendent deems that an individual would be harmed by public discussion of the matter, then there shall be a nonpublic hearing conducted at an executive session. Within fourteen (14) calendar days after the conclusion of the hearing, the Board shall render its decision. In its deliberations on the matter, the Board shall rely solely on the official referral record and shall not allow further testimony, evidence or recommendation from the Association, the Administration or any other interested party.

6. Time Limits

Every effort will be made by all parties to expedite this process. The time limits specified for either party may be altered only by mutual agreement in writing.

7. Other

No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken by the District or by any member of the Administration against the unit member, any party in interest, any representative, any other participant in this procedure or any other person by reason of participation in the procedure.

Problem solving documents shall be retained for ten (10) years in a file separate and distinct from any unit member's personnel file.

ARTICLE XI
TERM OF AGREEMENT

The term of this Agreement shall be five (5) years commencing July 1, 2010 and ending June 30, 2015.

The parties agree to continue to meet to discuss the formal evaluation process.

APPENDIX A

Greece Community Education Adult Literacy Salary Schedule

Pay Scale	2010-2015
Start	\$17.09
1	\$17.65
2	\$18.22
3	\$18.77
4	\$19.06
5	\$19.36
6	\$19.68
7	\$19.98
8	\$20.29
9	\$20.61
10	\$20.93
11	\$22.67
12	\$23.01
13	\$24.67
14	\$25.68
Off Step	\$500.00 Annual Stipend

APPROVAL OF LEGISLATIVE BODY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated this **28** day **May**

GREECE TEACHERS ASSOCIATION
TOWN OF GREECE, NEW YORK

GREECE CENTRAL SCHOOL DISTRICT
TOWN OF GREECE, NEW YORK

GTA President

Superintendent of Schools

GREECE TEACHERS ASSOCIATION

BOARD OF EDUCATION

Bargaining Team\Chief Negotiator

President